

## **EXHIBIT A**

IN THE SUPERIOR COURT OF DEKALB COUNTY  
STATE OF GEORGIA

Alena McKeever Living Man Case No.: 18CV 4804-3  
Severed Party ALFONZA MCKEEVER JR  
and/or THE KENNEDY ASSOCIATES ETC  
and ALL OTHERS.

Plaintiff

VS

LSCG FUND 19, LLC and  
LSCG FUND 19-1, LLC and  
BRANCH BANK MFG TRUST  
COMPANY and ALL OTHERS

Defendant

SUMMONS

TO THE ABOVE NAMED DEFENDANT(S):

You are hereby summoned and required to file electronically with the Clerk of said court at  
<https://efilega.tylerhost.net/ofsweb> and serve upon the Plaintiff's attorney, whose name, address and email is:

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 2nd day of May, 20 18

Honorable Debra DeBerry  
Clerk of Superior Court

By Shauna Haynes  
Deputy Clerk

E-Filing and E-Service

Pursuant to the Superior Court of DeKalb County's E-File Order, dated December 27, 2016, and available at [www.dksuperiorclerk.com/civil](http://www.dksuperiorclerk.com/civil), the parties must file all documents electronically through eFileGA unless expressly exempted under the Rule. All orders and notices from the Court will be electronically filed and served through eFileGA. The parties must register for an eFileGA account, link their service contact information with the case and the party represent, and take whatever steps are necessary to ensure that correspondence from eFileGA reaches the parties' inboxes. To access eFileGA, please go to <http://www.odysseeyefilega.com/>

Instructions: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum sheet is used.

**AUTOMATIC STAY SALE OF  
PROPERTY 2035 South Hairston  
Road Stone Mountain, GA  
30088  
PENDING MECHANICS LEIN AND  
LAWSUIT COMPLAINT**

FOR THE SUPERIOR COURT OF DEKALB COUNTY  
STATE OF GEORGIA

Alfonza McKeever Jr " Living Man" )  
Secured Party ALFONZA MCKEEVER JR )  
and /or THE KENNEDI ASSOCIATES INC )  
and ALL OTHERS )

Plaintiff )

v. )

LSCG FUND 19LLC and LSCG FUND 19-1LLC )  
BRANCH BANK AND TRUST COMPANY )  
and ALL OTHERS )

Defendant )

Case No.

TRIAL BY JURY

18CV 4804-3

2018 MAY -2 PM 5:16

FILED

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VERIFIED COMPLAINT and MORTGAGE FRAUD COMPLAINT  
VALIDATION OF LOAN , MORTGAGE , NOTE , SERCURITY DEED,  
CONTINUE AMENDED COMPALINT , MISREPRESENTATION,TRIAL BY JURY

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COME NOW Plaintiff sues Defendant and alleges base upon personal knowledge as to a plaintiff own conduct, and upon the basis of information and belief as to all matters .Plaintiff information and belief is based, among other things, on documents generated by or on the behalf of the Defendant where reveal the Defendant Knowing participation in fraudulent scheme detailed in this claim.

A.THE NATURE OF ACTION

This is a action for triple damages , cost and attorney fee's under 18 U.S.C. 1964(c) of the Federal Racketeer Influenced and Corrupt Organization Act(RICO) 18 U.S.C. 1961-1968 Arising out of ongoing patterns of mortgage Fraud being conducted by the defendant and the non-party malfeasants in violation of 18 U.S.C. 1962(c) of the Georgia and the northern Carolina and Florida 817.545.

B. THE PARTIES

1. Plaintiff is Alfonza McKeever jr and THE KENNEDI ASSOCIATES INC and ALL OTHERS Delores Ellis"heir's", RobertEllis , Joe An McKeever 4020 Berry Hill Trail Stone Mountain GA 30083

2. Defendant LSCG FUND 19 ,LLC LSCG ,LSCG FUND 19-1,LLC and BRANCH BANKING AND TRUST COMPANY ( a North Carolina state banking corporation)  
6475 Sugarloaf Pkwy Duluth GA 30097-4092

#### C. JURISDICTION and VENUE

3. This Court Has Original Jurisdiction to hear Plaintiff Civil RICO claim under 18 U.S.C. 1964 (c) in accordance with the decision of the United States Supreme Court in Tafflin v. Levitt, 493 U.S. 455 (1990) .

4. The Court has venue jurisdiction over the mortgage Fraud conducted in connection to the subject property in DEKALB COUNTY under the Georgia Statue and Florida Statue 817 545(4)(a)&(b)

5. Defendant is the successor in interest to the party identified as the LENDER in the Promissory NOTE and mortgage date April 2, 2007 .

#### D. The RICO Person

6. Defendant has assumed legal rights, duties and liabilities that run with the promissory note .

7. Defendant Fraudulently misrepresented the value of the subject Property and misrepresented the loan -to- fair- market value ratio base upon a false and inflated appraisal overstating the property value , conducted as part of a pattern of racketeering activity by the non-party malfeasants ( a Liar's loan Enterprise ) .

#### E. Statement regarding loan Definition

8. Within the mortgage lending industry , term "prime" loan means a safe mortgage loan a borrower who is regarded as being highly creditworthy, has no obvious financial difficulties and good payment record, and is therefore very likely to repay the loan , Fannie Mae , which is the largest secondary market buyer of mortgage loans established the "prime" standard-chance lending

#### The RICO Enterprise

9. BB&T a Liar's Loan Enterprise consist of hundred of entities making up the national subprime mortgage industry, whose top executives operate these companies as control frauds ( a financial weapon against society) by rigging financial incentives within the industry to reward a nationwide pattern of brokering originating , as securities, selling into a secondary market, servicing and foreclosing on with the industry insiders dubbed as "liar's and Lyon " which are state income mortgage loans made with no income verification no or little documentation, no

10.underwriting , a false and inflated appraisal overstating the property value , and understated loan- to-fair-market ratio. BBT&T and LSCG FUND,LLC The Liars LOAN Enterprise ia a subject of the national mortgage lending industry. See Exhibit 3: Public Policy Issues by the Report of

11. Lehman Bankruptcy examiner: Hearing before he Committee on financial Service United States House of representatives April 20,2010

F

12, BB&T Successor LSCG FUND 19,LLCfailed to underwrite the Appraisal correctly to induce mortgage fraud , Fannie Mae , Commercial law and the UCC Law Require and Expects the lender to place much emphasis on underwriting the property and reviewing the Appraisal as on underwriting the borrower's Creditworthiness BB&T fail to Appraise the correct content of the building, which their own appraisal admitted the at fault appraisal which was over Appraised which had a reverse equity effect caused by BB&T borrower Agued for BBT Reverse the Loan to the correct appraisal they refused , which cause significant downward effect on the mortgage note , which cause by BBT at fault borrower will seek property sale reverse , and quick deed back to the plaintiff which was paid for with no debt , Plaintiff seek RECUPMENT AND SETOFF ,LOAN REVERSAL QUICK CLAIM DEED PROPERTY BACK to Alfonza Mckeever and/or THE KENNEDI ASSOCIATES INC and ALL OTHERS , BB&T Provided a Contract with Fraudulent false perception by filing a proof of claim knowing all the intentionally fraud and misrepresentation BB&T did NOT follow the uniform Standard of Appraisal practice BB&T , LSCG failed violated title 15 commerce and Trade chapter 41 consumer credit Protection and Subchapter I- consumer credit cost disclosure see Exhibit (A) Appraisal Values

G.

13. BB&T Violated Statement Regarding Real Estate Appraisals

Title 12 united States Code , Banks and Banking regulates the national mortgage lending industry and requires a lender to order a appraisal adequately of the property prior to originating a mortgage loan securing a lien against the property , whenever the transaction is federally related ( involving borrower an entity regulated an monitored and reported or connected to a Mortgage-Backed security see 12 U.S.C.3342

14. BB&T ,LSCG has violated The Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA Pub.L. 101--73, 103Stat. 183,enacted August,1989, is a United States federal law enacted in the wake of the saving and loan crisis of the 90"s and 2000"s Title XI of 12 U.S.C. 3331-3351 created a oversight structure for appraisal the in state , federal and private entities

violating the Office of Thrift Supervision (OTS) under my own investigation and OTS uncovered many instances in BBT loan and improper Appraisals. After reviewing 2220 loan file the OTS Experts and Alfonza McKeever Jr found numerous instances we identified , because of the undue influence on appraiser, values were increased without supporting documentation".

15. Alfonza McKeever and OTS investigation also concluded that BB&T included a plethora was not in compliance with the Uniform Standard of Professional Appraisal Practices and other minimum appraisal standards.

16.

#### H. The Statue of Limitations

" Injury discovery" is a default method of statue of limitations accrual in many federal action , including RICO . See Pacific Harbor Capital, Inc. v. Barnett Bank, N.A., 252F.3d 1246 (11th Cir.2001) (citing Rotella v. Wood, 528 U.S.549 (2000):

17.The Statue of Limitation. We assume , without needing to decide , that the statue of Limitation

period starts from the date of discovery of the injury. Under the injury discovery rule , unless tolled , the statute of limitation under RICO s Four years from the date the Plaintiff knew of it injuryit ws injured , Rotella, 528 U.S.549,552-53,120 S.Ct. 1075,145 L.Ed. d 1047 (2000)

18.Under the injury discovery rule, an action accrues on the earlier of the date on which the actionable injury in fact is discovered or should or should have be discovered by exercise of reasonable diligence . The Actual date triggers the period of limitation, which ia four years from the date the Plaintiff knew he was injured. in others words , the Statue of limitation is suspended or "tolled " until the plaintiff knows that he or she has an actionable injury in th fact and then has four years file suit

19.Plaintiff actionable injury in fact accrued on may 24, 2018 discovery of injury though Plaintiff exercise of reasonable diligent, This suit is timely filed within the four years statue of limitations starting from the date the Plaintiff knew in fact he was injured.

#### I. The basis of Alleged Liability

20.defendant alse representation are the actual and proximate cause of damage to plaintiff.

21.The United States Court of Appeal for the Six Circuit explains plaintiff theory of damages in the case In re Sallee, 286f.2863dd 8786th Cir.2002, as follows:

in Kentucky , when a party is induced by a fraudulent misrepresentation to enter into contract, that party must elect to either: (1) " affirm the contact and discover damages in tort for fraud ;

(2) affirm the contract and recover the consideration with which he has parted "H.C> Hanson v. Am National Bank & Trust Co. 865 S.W2d 302, 306 (ky.1993)- The Election required is between the available remedies--affirm the contract and claiming or rescinding the Contract. Sandford Constr.co. v. S & H

22. Contractors, Inc, 443 S.W.2d 227,236 (ky.1969

23. Under the Kentucky law , as found by the majority, the Sallee may recover the difference between the value of the property as its was fraudulently represented and the actual value of the subject property .Dempsey v. Marshall

24.Rescission of contract is not a meaningful remedy in the context of Defendant predatory scheme of inducing Plaintiff to sign a promissory note and a mortgage exceeding the value of the subject property. Plaintiff therefore elects to affirm these Contracts and recover damages in tort for fraud.

25.Accordingly, Plaintiff seeks to recover the difference between the value of he subject Property as it was fraudulently represented and actual value of the property at the time of the signing of the loan and mortgage contract

26. Defendant Represented the value of the subject Property at the time f the of the subject of the loan and mortgage documents a BB&T Company Successor LSCG  
EXHIBIT

27. Property appraiser for DEKALB COUNTY assessed the value of subject property during the year  
April 30 , 2008 ,DEKALB County TAX Appraisal  
EXHIBIT

25. The DEKALB county appraisal of the value of the subject Property a Public legal appraisal reflecting the government position on the actual fair market value of the a property the particular year at issue , upon which the county property taxes are accessed . The Government assessment of the value  
the property is consist with 110 tear mean for housing prices as adjusted for inflation of the currency



29. Defendant representation of the value of the subject property is inflated egregiously above the amount of the county appraisal

30. The difference between the two is the difference \$ 230,000.00.

31. The actual damage in the amount of \$690,000.00 RICO to RICO damages.

32. The mortgage loan is called the benefit of the bargain " which must repaid when the affirming the contract and claiming the damages for fraud in inducement.

33. The balance of the loan is set off from the RICO damages, and credited to any existing mortgage loan balance.

34. The loan of the Plaintiff was \$ 490,000.00

35. BB&T appraisal wrong induced Appraisal of \$ 720,000.00.

36. Defendant is liable for Plaintiff in the amount RICO \$720, 000.00 minus \$490,000.00 together with the satisfaction of mortgage damage minus set-off against loan balance of \$230,000.00together with reason able terms for Plaintiff to entitled recoupment and quick claim Deed to the Plaintiff to remain the land owner because Plaintiff was induced from upon the court

J.

37. BB&T and LSCG FUND 19 LLC Fraud and ALL OTHER Violation

A. False Notarization

B. Forge Signatures

C. Assignment Record After Notice of Default

D. servicer illegally named beneficiary

E. Impossible Beneficiary named

F. Question attorney of Fact Designation

G. Questionable agency designation

H. Missing false Beneficiary or forged substitution

I. used Defunct Lenders

J. MERS Receiving / assignment value without Authority

K Violation of OCC Cease & desist Order

L. Contempt of Court on Consent judgment

REQUESTST FOR RELIEF: To Quick Claim Deed property of 2035 South Hairston Road Stone Mountain GA 30088 to Plaintiff and/or award 3 times the damage to Plaintiff committed by Defendants under RICO mortgage racketeering.

~~2035 South HAIRSTON ROAD~~

AUTOMATIC STAY SAK OF PROPERTY  
6. Decatur Georgia 30088

REQUEST FOR RELIEF

Wherefore , Plaintiff demand judgment against the Defendant for actual , consequential, and potential Damages, together with discharge of the lis pendens; reverse foreclosure quick Deed to the plaintiff satisfaction of the mortgage ; cancellation of the note attorney, attorney fee's pursuant to the mortgage on documents based on reciprocity of contract , Common Law Fraud and Georgia statue , and UCC Law , Commercial contract LAW , Violation of validating the loan , mortgage , NOTE . Security Deed, including sanction for raising unsupported Claims and Proof Claim without a bond or defenses , and damages for delay in litigation, repair of any and damage to Plaitiff Credit History ; interest; cost; and such other relief the court deems just and proper, further. Plaintiff demands trial by jury on all issues so triable by Law.

Respectfully submit to the court on May 1 2018

J

Alfonza McKeever Jr

4020 Berry Hil Trail

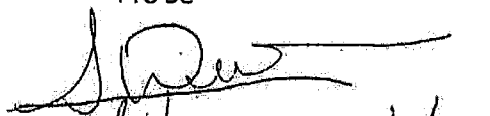
Stone Mountain Ga 30083

4049342277



Alfonza McKeever Jr "Living Man "

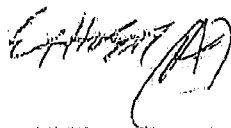
Pro Se



Notary 5/1/18  
Exp 12/01/20

Stanley Karl Dent  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Comm. Expires 12/01/2020

5/1/2018



@dakalbcountryga.gov

Tue, May 1, 2018 at 1:12 PM

2035 S HAIRSTON RD

Tax History

Tax Year	Class	Land	Building	Total
2017	C3			
2016	C3			
2015	C3			
2014				
2013				
2012	C3			
2011	C3			
	C3			
2009	C3			
2008	C3	191,500	68,900	260,400
2007	C3	191,500	68,900	260,400

CERTIFICATE OF SERVICE

This is to certify that i have this 1 day of May, 2018 served the following in the foregoing matter with a copy of this Notice of Verified Complaint by depositing same in the U.S. Mail in a properly addressed envelope with adequate postage thereon addressed to:

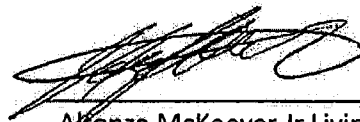
Branch Banking and Trust Company  
6475 SUGARLOAF PKWY  
DULUTH GA 30097-4092

BB&T Servicing Agent  
CT Corporation Systems  
1201 Peachtree Street NE  
Atlanta GA 30361

LSCG FUND 19, LLC  
Corporation Servicing Company  
40 Technology Pkwy South Suite 300  
Norcross GA 30092

LSCG FUND 19 ,LLC 13471540  
13949 Ventura Blvd Suite 300  
Sherman Oaks California 91423

This the 1 day of May, 2018



Alfonza McKeever Jr Living Man  
Pro Se

4020 Berry Hill Trail  
Stone Mountain GA 30083  
404 934 2277

Point-of-Sale Payments

Page 1 of 1



NIC Services, LLC

Member of the NIC family of companies

# Your Receipt

## PURCHASE RECEIPT

**DeKalb Clerk of Superior Court  
Accounting**

556 N. McDonough Street  
Decatur, GA 30030  
(404)371-2836  
OTC Local Ref ID: 24858498  
5/2/2018 05:10 PM

Status:

**APPROVED**

Customer Name:

MCKEEVER/ ALFONZA

Type:

Visa

Credit Card Number:

\*\*\*\* \* 6679

**NICServices total amount charged**

USD\$243.76

Items	Location	Quantity	TPE Order ID	Total Amount
General Civil	Accounting	1	27732690	\$214.00
Case Number: <b>Env#2472062</b>				
Additional Party (Plaintiff Defendant)	Accounting	3	27732690	\$24.00
Case Number: <b>Env#2472062</b>				
Service Fee	Accounting	1	27732692	\$5.76
Amount Remitted				\$243.76

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 Signature

RECORDING REQUESTED BY )  
)  
AND WHEN RECORDED MAIL TO: )  
NAME )  
STREET )  
ADDRESS )  
CITY, STATE & )  
ZIP CODE )

RECORDED  
2018 MAY -2 PM 4:34  
CLERK OF SUPERIOR COURT  
DEKALB COUNTY, GA

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE ONLY

**MECHANIC'S LIEN**

**O.C.G.A. § 44-14-360 et. Seq.**

The undersigned, Alfonza McKeever Jr referred to in this claim of lien as claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the county of DEKALB, State of Georgia, and described as follows: Street Address: DEKALB 2035 South Hairston Road Stone Mountain GA 30088 ( See attached Exhibit A , Legal description of the property)

**This claim of lien expires and is void 395 days from the date of filing of the claim of lien if no notice of commencement of lien action is filed in that time period. (pursuant to O.C.G.A. 44-14-367.**

After deducting all just credits and offsets, the sum of \$490,000.00, together with the interest thereon at the rate of 3 percent per annum from August 18, 2013 is due claimant for the works described in the attached exhibit B.

The name of the person or company by whom claimant was employed, or to whom claimant furnished labor, services, equipment and/or materials is Alfonza McKeever Jr "Living Man" and/or The Kennedy Associates Inc.

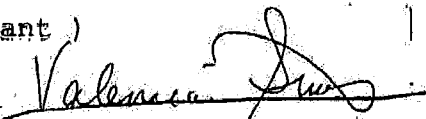
The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:

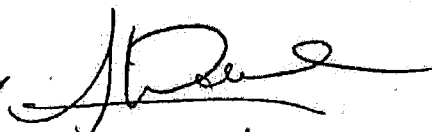
~~Alfonza McKeever, 4020 Berry Hill Trail, Stone Mountain, GA, 30083~~  
~~L3CG FUND 19-1, LLC 2035 South Harrison Road Stone Mountain Georgia 30083~~  
~~Delores Ellis (probated) 4020 Berry Trail Stone Mountain GA 30083~~  
~~L3CG FUND 19, LLC 2035 South Harrison Road Stone Mountain Georgia 30083~~  
The Kennedy Associates Inc 4020 Berry Hill Trail Stone Mountain GA 30083  
B949 Ventura Blvd Suite 300 Sherman Oaks, California 91423

Name of Claimant: Alfonza McKeever Jr

By 

(Signature of Claimant)

Witness: 

NOTARY 

For Date 12/01/20

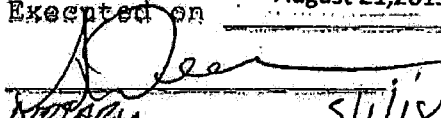
**Stanley Karl Dent**  
**NOTARY PUBLIC**  
**Fulton County, GEORGIA**  
**My Comm. Expires 12/01/2020**

**VERIFICATION**

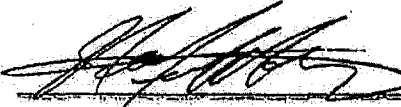
I, the undersigned, state that I am Alfonza McKeever Jr. the claimant named in the foregoing claim of mechanics' lien; I am authorized to make this verification and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of Georgia that the foregoing is true and correct.

Executed on August 21, 2013, at 2035 Hairston Road Stone Mountain GA 30088

  
NOTARY stillis

EXD. DATE

  
Alfonza McKeever Jr "Living Man"

WITNESS Valencia Sims

**Stanley Karl Dent**  
**NOTARY PUBLIC**  
**Fulton County, GEORGIA**  
**My Comm. Expires 12/01/2020**



**EXHIBIT A**

**Property Description 2035 South Hairston Road Stone Mountain Georgia 30088 commercial  
building 2 story Brick , Metal and Wood 2.0 acres**

DEED BOOK 21991 Pg 98  
Linda Carter  
Clerk of Superior Court  
DeKalb County, Georgia

**EXHIBIT A**

**Legal Description**

**ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 161 of the 15<sup>th</sup> District of DeKalb County, Georgia, being more particularly described as follows:**

To find the TRUE POINT OF BEGINNING, begin at an iron pin placed on the western right-of-way of South Hairston Road (right-of-way varies) a distance of 131.79 feet northerly as measured along said right-of-way line from the easternmost point of the mitre line at the intersection of the western right-of-way line of South Hairston Road and the northeastern right-of-way of Covington Highway (a/k/a U.S. Highway 278 and State Route Number 12 - right-of-way varies); thence along the western right-of-way line of South Hairston Road North 14 degrees 07 minutes 04 seconds East a distance of 144.86 feet to a concrete monument; thence continuing along the western right-of-way line of South Hairston Road North 20 degrees 12 minutes 12 seconds East a distance of 99.24 feet to a concrete monument found; thence continuing northwesterly along the western right-of-way line of South Hairston an arc distance of 204.90 feet to a concrete monument found (said arc being subtended by a chord having a bearing of North 05 degrees 11 minutes 35 seconds East and a distance of 204.13 feet); thence continuing along said right-of-way line North 03 degrees 25 minutes 32 seconds West a distance of 43.34 feet to a point; thence leaving said right-of-way and running North 75 degrees 59 minutes 35 seconds West a distance of 256.97 feet to a point; running thence North 14 degrees 24 minutes 40 seconds East a distance of 50.0 feet to a point; running thence North 75 degrees 59 minutes 35 seconds West a distance of 124.95 feet to a point and the TRUE POINT OF BEGINNING of the tract herein described, said TRUE POINT OF BEGINNING also being the northwestern corner of the land described in and conveyed by Special Warranty Deed recorded in Deed Book 9649, Page 568, Records of DeKalb County, Georgia; from the TRUE POINT OF BEGINNING as thus established, running thence South 00 degrees 48 minutes 24 seconds West along the western boundary line of the land described in the aforesaid deed, a distance of 206.83 feet to a point; running thence North 74 degrees 09 minutes 23 seconds West a distance of 92.00 feet to a point; running thence North 00 degrees 48 minutes 24 seconds East a distance of 206.83 feet to an iron pin found; running thence South 75 degrees 59 minutes 35 seconds East a distance of 100.0 feet to a point and the TRUE POINT OF BEGINNING.

**EXHIBIT B**

SEE ATTACHED SUMMARY OF INVESTMENTS (Description of labor,  
service, equipment and / or material;

**SUMMARY OF INVESTMENTS**  
**2035 South Hairston Road Stone Mountain GA 30088**

Owner Investor Al McKeever Bldg Ivst Remarks	Orig Cost	Cost of Improvement	Total Investm
	Improves	Date	
1. Wooded Lot removed and developed	40,000		40,000
2. Concrete paving	50,000		50,000
3. plumbing	30,000		30,000
4. Gas Pipe & Installed	15,000		15,000
5. Electrical and parking Lights	60,000		60,000
Alfonza McKeever Paid 195,000 develop Land building			
building developed and paid for before receiving loan			
<hr/>			
6. Construction Build Bldg BB&T LSCG FUND 19 LLC	490,000		490,000
interior & exterior included renovation BB&T induced Appraisal			
on act Fault of" fraud in the inducement" inflated appraisal ,, Federal Civil RICO Statues			

IN THE SUPERIOR COURT OF DEKALB COUNTY  
STATE OF GEORGIA

Alfena McKeever Living Trust Case No.: 18CV 4804-3  
Second Party ALFENZA MCKEEVER TRUST  
and for THE KENNEDY ASSOCIATES INC  
and ALL OTHERS  
Plaintiff

VS

LSCG FUND 19, LLC and  
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COMPANY and ALL OTHERS  
Defendant

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TO THE ABOVE NAMED DEFENDANT(S):

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An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 2nd day of May, 20 18

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Clerk of Superior Court

By Shauna Haynes  
Deputy Clerk

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TRIAL BY JURY

2018 MAY -2 PM 5:16

FILED

18CV 4804-3

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VERIFIED COMPLAINT and MORTGAGE FRAUD COMPLAINT  
VALIDATION OF LOAN , MORTGAGE , NOTE , SERCURITY DEED,  
CONTINUE AMENDED COMPALINT , MISREPRESENTATION, TRIAL BY JURY

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COME NOW Plaintiff sues Defendant and alleges base upon personal knowledge as to a plaintiff own conduct, and upon the basis of information and belief as to all matters .Plaintiff information and belief is based, among other things, on documents generated by or on the behalf of the Defendant where reveal the Defendant Knowing participation in fraudulent scheme detailed in this claim.

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B. THE PARTIES

1. Plaintiff is Alfonza McKeever jr and THE KENNEDI ASSOCIATES INC and ALL OTHERS Delores Ellis"heir's", RobertEllis , Joe An McKeever 4020 Berry Hill Trail Stone Mountain GA 30083

2. Defendant LSCG FUND 19, LLC LSCG, LSCG FUND 19-1, LLC and BRANCH BANKING AND TRUST COMPANY ( a North Carolina state banking corporation)  
6475 Sugarloaf Pkwy Duluth GA 30097-4092

C. JURISDICTION and VENUE

3. This Court Has Original Jurisdiction to hear Plaintiff Civil RICO claim under 18 U.S.C. 1964 (c) in accordance with the decision of the United States Supreme Court in Tafflin v. Levitt, 493 U.S. 455 (1990) .

4. The Court has venue jurisdiction over the mortgage Fraud conducted in connection to the subject property in DEKALB COUNTY under the Georgia Statue and Florida Statue 817 545(4)(a)&(b)

5. Defendant is the successor in interest to the party identified as the LENDER in the Promissory NOTE and mortgage date April 2, 2007 .

D. The RICO Person

6. Defendant has assumed legal rights, duties and liabilities that run with the promissory note .

7. Defendant Fraudulently misrepresented the value of the subject Property and misrepresented the loan -to- fair- market value ratio base upon a false and inflated appraisal overstating the property value , conducted as part of a pattern of racketeering activity by the non-party malfeasants ( a Liar's loan Enterprise ).

E. Statement regarding loan Definition

8. Within the mortgage lending industry , term "prime" loan means a safe mortgage loan a borrower who is regarded as being highly creditworthy, has no obvious financial difficulties and good payment record, and is therefore very likely to repay the loan , Fannie Mae , which is the largest secondary market buyer of mortgage loans established the "prime" standard-chance lending

The RICO Enterprise

9. BB&T a Liar's Loan Enterprise consist of hundred of entities making up the national subprime mortgage industry, whose top executives operate these companies as control frauds ( a financial weapon against society) by rigging financial incentives within the industry to reward a nationwide pattern of brokering originating , as securities, selling into a secondary market, servicing and foreclosing on with the industry insiders dubbed as "liar's and Lyon " which are state income mortgage loans made with no income verification no or little documentation, no



10. underwriting , a false and inflated appraisal overstating the property value , and understated loan- to-fair-market ratio. BB&T and LSCG FUND,LLC The Liars LOAN Enterprise is a subject of the national mortgage lending industry. See Exhibit 3: Public Policy Issues by the Report of

11. Lehman Bankruptcy examiner: Hearing before the Committee on financial Services United States House of Representatives April 20,2010

F

12, BB&T Successor LSCG FUND 19,LLC failed to underwrite the Appraisal correctly to induce mortgage fraud , Fannie Mae , Commercial law and the UCC Law Require and Expects the lender to place much emphasis on underwriting the property and reviewing the Appraisal as on underwriting the borrower's Creditworthiness BB&T fail to Appraise the correct content of the building, which their own appraisal admitted the at fault appraisal which was over Appraised which had a reverse equity effect caused by BB&T borrower Agued for BBT Reverse the Loan to the correct appraisal they refused , which cause significant downward effect on the mortgage note , which cause by BBT at fault borrower will seek property sale reverse , and quick deed back to the plaintiff which was paid for with no debt , Plaintiff seek RECUPMENT AND SETOFF ,LOAN REVERSAL QUICK CLAIM DEED PROPERTY BACK to Alfonza McKeever and/or THE KENNEDI ASSOCIATES INC and ALL OTHERS , BB&T Provided a Contract with Fraudulent false perception by filing a proof of claim knowing all the intentionally fraud and misrepresentation BB&T did NOT follow the uniform Standard of Appraisal practice BB&T , LSCG failed violated title 15 commerce and Trade chapter 41 consumer credit Protection and Subchapter I- consumer credit cost disclosure see Exhibit (A) Appraisal Values

G.

13. BB&T Violated Statement Regarding Real Estate Appraisals

Title 12 United States Code , Banks and Banking regulates the national mortgage lending industry and requires a lender to order a appraisal adequately of the property prior to originating a mortgage loan securing a lien against the property , whenever the transaction is federally related ( involving borrower an entity regulated an monitored and reported or connected to a Mortgage-Backed security see 12 U.S.C.3342

14. BB&T ,LSCG has violated The Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA Pub.L. 101--73, 103 Stat. 183, enacted August, 1989, is a United States federal law enacted in the wake of the saving and loan crisis of the 90's and 2000's Title XI of 12 U.S.C. 3331-3351 created a oversight structure for appraisal the in state , federal and private entities

violating the Office of Thrift Supervision (OTS) under my own investigation and OTS uncovered many instances in BBT loan and improper Appraisals. After reviewing 2220 loan file the OTS Experts and Alfonza McKeever Jr found numerous instances we identified , because of the undue influence on appraiser, values were increased without supporting documentation".

15. Alfonza McKeever and OTS investigation also concluded that BB&T included a plethora was not in compliance with the Uniform Standard of Professional Appraisal Practices and other minimum appraisal standards.

16.

#### H. The Statue of Limitations

" Injury discovery" is a default method of statue of limitations accrual in many federal action , including RICO . See Pacific Harbor Capital, Inc. v. Barnett Bank, N.A., 252F.3d 1246 (11th Cir.2001) (citing Rotella v. Wood, 528 U.S.549 (2000):

17.The Statue of Limitation. We assume , without needing to decide , that the statue of Limitation

period starts from the date of discovery of the injury. Under the injury discovery rule , unless tolled , the statute of limitation under RICO s Four years from the date the Plaintiff knew of it injuryit ws injured , Rotella, 528 U.S549,552-53,120 S.Ct. 1075,145 L.Ed. d 1047 (2000)

18.Under the injury discovery rule, an action accrues on the earlier of the date on which the actionable injury in fact is discovered or should or should have be discovered by exercise of reasonable diligence . The Actual date triggers the period of limitation, which ia four years from the date the Plaintiff knew he was injured. in others words , the Statue of limitation is suspended or "tolled " until the plaintiff knows that he or she has an actionable injury in th fact and then has four years file suit

19.Plaintiff actionable injury in fact accrued on may 24, 2018 discovery of injury though Plaintiff exercise of reasonable diligent, This suit is timely filed within the four years statue of limitations starting from the date the Plaintiff knew in fact he was injured.

#### I. The basis of Alleged Liability

20.defendant also representation are the actual and proximate cause of damage to plaintiff.

21.The United States Court of Appeal for the Six Circuit explains plaintiff theory of damages in the case In re Sallee, 286f.2863dd 8786th Cir.2002, as follows:

in Kentucky , when a party is induced by a fraudulent misrepresentation to enter into contract, that party must elect to either: (1) " affirm the contact and discover damages in tort for fraud ;

(2) affirm the contract and recover the consideration with which he has parted "H.C> Hanson v. Am National Bank & Trust Co. 865 S.W2d 302, 306 (ky.1993)- The Election required is between the available remedies--affirm the contract and claiming or rescinding the Contract. Sandford Constr.co. v. S & H

22. Contractors, Inc, 443 S.W.2d 227,236 (ky.1969

23. Under the Kentucky law , as found by the majority, the Sallee may recover the difference between the value of the property as it was fraudulently represented and the actual value of the subject property .Dempsey v. Marshall

24.Rescission of contract is not a meaningful remedy in the context of Defendant predatory scheme of inducing Plaintiff to sign a promissory note and a mortgage exceeding the value of the subject property. Plaintiff therefore elects to affirm these Contracts and recover damages in tort for fraud.

25.Accordingly, Plaintiff seeks to recover the difference between the value of he subject Property as it was fraudulently represented and actual value of the property at the time of the signing of the loan and mortgage contract

26. Defendant Represented the value of the subject Property at the time f the of the subject of the loan and mortgage documents a BB&T Company Successor LSCG  
EXHIBIT

27. Property appraiser for DEKALB COUNTY assessed the value of subject property during the year  
April 30 , 2008 ,DEKALB County TAX Appraisal  
EXHIBIT

25. The DEKALB county appraisal of the value of the subject Property a Public legal appraisal reflecting the government position on the actual fair market value of the a property the particular year at issue , upon which the county property taxes are accessed . The Government assessment of the value  
the property is consist with 110 tear mean for housing prices as adjusted for inflation of the currency

29. Defendant representation of the value of the subject property is inflated egregiously above the amount of the county appraisal

30. The difference between the two is the difference \$ 230,000.00.

31. The actual damage in the amount of \$690,000.00 RICO to RICO damages.

32. The mortgage loan is called the benefit of the bargain " which must repaid when the affirming the contract and claiming the damages for fraud in inducement.

33. The balance of the loan is set off from the RICO damages, and credited to any existing mortgage loan balance.

34. The loan of the Plaintiff was \$ 490,000.00

35. BB&T appraisal wrong induced Appraisal of \$ 720,000.00.

36. Defendant is liable for Plaintiff in the amount RICO \$720, 000.00 minus \$490,000.00 together with the satisfaction of mortgage damage minus set-off against loan balance of \$230,000.00 together with reason able terms for Plaintiff to entitled recoupment and quick claim Deed to the Plaintiff to remain the land owner because Plaintiff was induced from upon the court

J.

37. BB&T and LSCG FUND 19 LLC Fraud and ALL OTHER Violation

A. False Notarization

B. Forge Signatures

C. Assignment Record After Notice of Default

D. servicer illegally named beneficiary

E. impossible Beneficiary named

F. Question attorney of Fact Designation

G. Questionable agency designation

H. Missing false Beneficiary or forged substitution

I. used Defunct Lenders

J. MERS Receiving / assignment value without Authority

K Violation of OCC Cease & desist Order

L. Contempt of Court on Consent judgment

REQUESTST FOR RELIEF: To Quick Claim Deed property of 2035 South Hairston Road Stone Mountain GA 30088 to Plaintiff and/or award 3 times the damage to Plaintiff committed by Defendants under RICO mortgage racketeering.

*2035 South HAIRSTON Road* *AUTOMATIC STAY OF PROPERTY*  
*6. Decatur Georgia 30088*

REQUEST FOR RELIEF

Wherefore , Plaintiff demand judgment against the Defendant for actual , consequential, and potential Damages, together with discharge of the lis pendens; reverse foreclosure quick Deed to the plaintiff satisfaction of the mortgage ; cancellation of the note attorney, attorney fee's pursuant to the mortgage on documents based on reciprocity of contract , Common Law Fraud and Georgia statue , and UCC Law , Commercial contract LAW , Violation of validating the loan , mortgage , NOTE . Security Deed, including sanction for raising unsupported Claims and Proof Claim without a bond or defenses , and damages for delay in litigation, repair of any and damage to Plaitiff Credit History ; interest; cost; and such other relief the court deems just and proper, further. Plaintiff demands trial by jury on all issues so triable by Law.

Respectfully submit to the court on May 1 2018

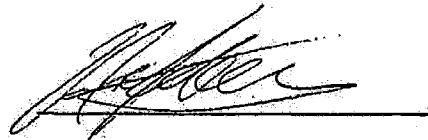
J

Alfonza McKeever Jr

4020 Berry Hil Trail

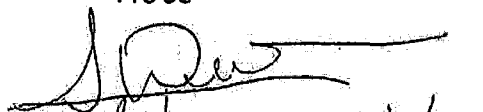
Stone Mountain Ga 30083

4049342277



Alfonza McKeever Jr "Living Man "

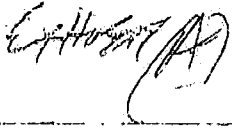
Pro Se



Notary 5/1/18  
Exp 12/01/20

Stanley Karl Dent  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Comm. Expires 12/01/2020

5/1/2018



@dekalbcountyga.gov&gt;

Tue, May 1, 2018 at 1:12 PM

2035 S HAIRSTON RD

APPROXIMATE

Tax Year	Class	Land	Building	Total
2017	C3			
2016	C3			
2015	C3			
2014				
2013	C3			
2012	C3			
2011	C3			
	C3			
2009	C3			
2008	C3	191,500	68,900	260,400
2007	C3	191,500	68,900	260,400

CERTIFICATE OF SERVICE

This is to certify that i have this 1 day of May, 2018 served the following in the foregoing matter with a copy of this Notice of Verified Complaint by depositing same in the U.S. Mail in a properly addressed envelope with adequate postage thereon addressed to:

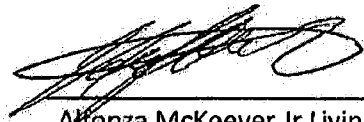
Branch Banking and Trust Company  
6475 SUGARLOAF PKWY  
DULUTH GA 30097-4092

BB&T Servicing Agent  
CT Corporation Systems  
1201 Peachtree Street NE  
Atlanta GA 30361

LSCG FUND 19, LLC  
Corporation Servicing Company  
40 Technology Pkwy South Suite 300  
Norcross GA 30092

LSCG FUND 19 ,LLC 13471540  
13949 Ventura Blvd Suite 300  
Sherman Oaks California 91423

This the 1 day of May, 2018



Alfonza McKeever Jr Living Man  
Pro Se

4020 Berry Hill Trail  
Stone Mountain GA 30083  
404 934 2277

Point-of-Sale Payments

Page 1 of 1



# Your Receipt

## PURCHASE RECEIPT

**DeKalb Clerk of Superior Court  
Accounting**

556 N. McDonough Street  
Decatur, GA 30030  
(404)371-2836  
OTC Local Ref ID: 24858498  
5/2/2018 05:10 PM

Status:

**APPROVED**

Customer Name:

MCKEEVER/ ALFONZA

Type:

Visa

Credit Card Number:

\*\*\*\* \* 6679

**NICServices total amount charged**

USD\$243.76

Items	Location	Quantity	TPE Order ID	Total Amount
General Civil	Accounting	1	27732690	\$214.00
Case Number: <b>Env#2472062</b>				
Additional Party (Plaintiff Defendant)	Accounting	3	27732690	\$24.00
Case Number: <b>Env#2472062</b>				
Service Fee	Accounting	1	27732692	\$5.76
Amount Remitted				\$243.76

---

 Signature



RECORDING REQUESTED BY )

AND WHEN RECORDED MAIL TO: )

NAME )

STREET )

ADDRESS )

CITY, STATE & )

ZIP CODE )

2018 MAY -2 PM 4:34

SPACE ABOVE THIS LINE FOR

RECORDER'S USE ONLY

**MECHANIC'S LIEN**

**O.C.G.A. § 44-14-360 et. Seq.**

The undersigned, Alfonza McKeever Jr referred to in this claim of lien as claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the county of DEKALB, State of Georgia, and described as follows: Street Address: DEKALB 2035 South Hairston Road Stone Mountain GA 30088 ( See attached Exhibit A ,Legal description of the property)

**This claim of lien expires and is void 395 days from the date of filing of the claim of lien if no notice of commencement of lien action is filed in that time period. (pursuant to O.C.G.A. 44-14-367.**

After deducting all just credits and offsets, the sum of \$490,000.00, together with the interest thereon at the rate of 3 percent per annum from August 18, 2013 is due claimant for the works described in the attached exhibit B.

The name of the person or company by whom claimant was employed, or to whom claimant furnished labor, services, equipment and/or materials is Alfonza McKeever Jr "Living Man" and/or The Kennedy Associates Inc.

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:

~~Alfonza McKeever, 4020 Berry Hill Trail, Stone Mountain, GA.~~

~~300083 LSCG FUND 19-1, LLC 2035 South Mountain Road Stone Mountain~~

~~GEORGIA 30088~~

~~Delores Ellis (probated) 4020 Berry Trail Stone Mountain GA 30083~~

~~LSCG FUND 19, LLC 2035 South Mountain Road Stone Mountain~~

~~GEORGIA 30088~~

~~The Kennedy Associates Inc 4020 Berry Hill Trail Stone Mountain GA 30083~~

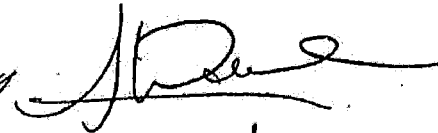
~~8949 Ventura Blvd Suite 300 Sherman Oaks, California 91423~~

Name of Claimant Alfonza McKeever Jr

By 

(Signature of Claimant)

Witness 

NOTARY 

248 DASH 12/01/20

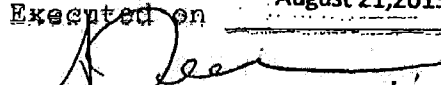
Stanley Karl Dent  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Comm. Expires 12/01/2020

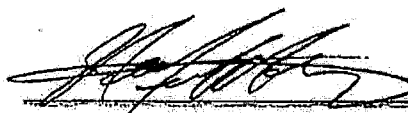
**VERIFICATION**

I, the undersigned, state that I am Alfonza McKeever Jr, the claimant named in the foregoing claim of mechanics' lien; I am authorized to make this verification and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of Georgia that the foregoing is true and correct.

Executed on August 21, 2013, at 2035 Hairston Road Stone Mountain GA 30088

  
NOTARY 5/1/18  
EXPIRATION DATE

  
Alfonza McKeever Jr "Living Man"

WITNESS Valencia Sims

**Stanley Karl Dent**  
**NOTARY PUBLIC**  
**Fulton County, GEORGIA**  
**My Comm. Expires 12/01/2020**

**EXHIBIT A**

**Property Description 2035 South Hairston Road Stone Mountain Georgia 30088 commercial  
building 2 story Brick , Metal and Wood 2.0 acres**

DEED BOOK 21991 Pg 98  
Linda Carter  
Clerk of Superior Court  
DeKalb County, Georgia

**EXHIBIT A**

**Legal Description**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 161 of the 15<sup>th</sup> District of DeKalb County, Georgia, being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at an iron pin placed on the western right-of-way of South Hairston Road (right-of-way varies) a distance of 131.79 feet northerly as measured along said right-of-way line from the easternmost point of the mitre line at the intersection of the western right-of-way line of South Hairston Road and the northeastern right-of-way of Covington Highway (a/k/a U.S. Highway 278 and State Route Number 12 - right-of-way varies); thence along the western right-of-way line of South Hairston Road North 14 degrees 07 minutes 04 seconds East a distance of 144.86 feet to a concrete monument; thence continuing along the western right-of-way line of South Hairston Road North 20 degrees 12 minutes 12 seconds East a distance of 99.24 feet to a concrete monument found; thence continuing northwesterly along the western right-of-way line of South Hairston an arc distance of 204.90 feet to a concrete monument found (said arc being subtended by a chord having a bearing of North 05 degrees 11 minutes 35 seconds East and a distance of 204.13 feet); thence continuing along said right-of-way line North 03 degrees 25 minutes 32 seconds West a distance of 43.34 feet to a point; thence leaving said right-of-way and running North 75 degrees 59 minutes 35 seconds West a distance of 256.97 feet to a point; running thence North 14 degrees 24 minutes 40 seconds East a distance of 50.0 feet to a point; running thence North 75 degrees 59 minutes 35 seconds West a distance of 124.95 feet to a point and the TRUE POINT OF BEGINNING of the tract herein described, said TRUE POINT OF BEGINNING also being the northwestern corner of the land described in and conveyed by Special Warranty Deed recorded in Deed Book 9649, Page 568, Records of DeKalb County, Georgia; from the TRUE POINT OF BEGINNING as thus established, running thence South 00 degrees 48 minutes 24 seconds West along the western boundary line of the land described in the aforesaid deed, a distance of 206.83 feet to a point; running thence North 74 degrees 09 minutes 23 seconds West a distance of 92.00 feet to a point; running thence North 00 degrees 48 minutes 24 seconds East a distance of 206.83 feet to an iron pin found; running thence South 75 degrees 59 minutes 35 seconds East a distance of 100.0 feet to a point and the TRUE POINT OF BEGINNING.

**EXHIBIT B**

**SEE ATTACHED SUMMARY OF INVESTMENTS (Description of labor,  
service, equipment and / or material);**

**SUMMARY OF INVESTMENTS**  
**2035 South Hairston Road Stone Mountain GA 30088**

Owner Investor Al McKeever Bldg Ivst Remarks	Orig Cost	Cost of	Improvement Total Investm
	Improves	Date	
1. Wooded Lot removed and developed	40,000		40,000
2. Concrete paving	50,000		50,000
3. plumbing	30,000		30,000
4. Gas Pipe & Installed	15,000		15,000
5. Electrical and parking Lights	60,000		60,000

Alfonza McKeever Paid 195,000 develop Land building

building developed and paid for before receiving loan

---

6. Construction Build Bldg BB&T LSCG FUND 19 LLC 490,000 490,000  
 interior & exterior included renovation BB&T induced Appraisal  
 on act Fault of" fraud in the inducement" inflated appraisal,, Federal Civil RICO Statues